

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**

on behalf of the

Department of Public Works



REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES

for the

**BRIDGE REPLACEMENT PROJECTS ON
BREWER ROAD OVER KING SLOUGH AND
OVER MARKHAM RAVINE**

RFP No. 10134

Release Date: November 9, 2011

**Submittal Deadline: December 6, 2011
not later than 5:00:00 PM (Pacific)**

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REPLACEMENT PROJECTS ON
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ATTACHMENTS

- A. Sample Contract**
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1.0 INTRODUCTION

Placer County is soliciting sealed proposals from qualified firms to provide project inspection, materials testing, and construction management services for the bridge replacement project on Brewer Road over King Slough and Brewer Road over Markham Ravine in western Placer County.

These projects require a full service Consultant with the ability to deliver a wide range of services including, but not limited to: project inspection, quality control, materials testing, safety, storm water quality, claims mitigation, document control and construction management. Placer County is seeking a Consultant with strong general civil engineering construction skills, depth of resources, and sensitivity to local and regulatory issues. The firm should have knowledge of the Placer County Land Development Manual and the Placer County Storm Water Management Manual as well as knowledge of Caltrans design procedures, Caltrans Standard Plans, Standard Specifications, State Water Quality Control Board Construction General Permit and State requirements. **The County plans to enter into two contracts with one firm to complete work for both bridge projects.** The attached sample contract (Attachment A) is representative of the information requirements for both projects.

The County will not provide office space for construction management staff.

This Request for Proposals (RFP) includes a description of the scope of work and proposal instructions.

Direct all inquiries regarding this RFP in writing to:

Ben Bramer, Acting Senior Buyer
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4257
Email: BBramer@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for Final Questions	November 30, 2011
Proposals Due	December 6, 2011, not later than 5:00:00 pm
Proposal Evaluation by Review Team	December 13 through December 30, 2011
Interviews of Short-Listed Firms (optional)	January 10, 2012
Award Recommendation	February, 2012
Contract Execution/Work Commences	February/March, 2012

3.0 PROJECT BACKGROUND

BREWER ROAD BRIDGE REPLACEMENT OVER KING SLOUGH AND OVER MARKHAM RAVINE

The project locations are identified in the project map included as **Exhibit B to Attachment A**. Brewer Road is a rural collector road located west of the City of Lincoln in west Placer County. The road accommodates two-lanes and runs north-south from Baseline Road to Bear River Drive.

Brewer Road over King Slough (19C-0112)

Brewer Road crosses King Slough on a bridge approximately one mile north of Sunset Road. The following describes the relevant bridge data:

Bridge Data:

Year Built:	1920
Feature Crossed:	King Slough
Structure Type:	R/C rigid frame slab and RC winged abutments
Length (BB-EB):	24-feet
Width: (Out-Out):	20-feet
Skew:	0-degrees
Sufficiency Rating:	24.2 (Structurally Deficient)

The County has programmed this bridge to be replaced under the Federal Highway Bridge Program (HBP). The new bridge will cross King Slough with a longer span meeting AASHTO minimum standards, and widen approaches tapering to existing road width at 315-feet on each end of the bridge. The County has no plans to realign the bridge. There are no as-built plans available for the existing bridge.

Brewer Road over Markham Ravine (19C-0138)

Brewer Road crosses Markham Ravine approximately one-half mile south of Nicolaus Road. The following describes the relevant bridge data:

Bridge Data:

Year Built:	1930
Feature Crossed:	Markham Ravine
Structure Type:	R/C rigid frame slab and RC winged abutments
Length (BB-EB):	25-feet
Width: (Out-Out):	20-feet
Skew:	15-degrees
Sufficiency Rating:	4.0 (Structurally Deficient)

The County has programmed this bridge to be replaced under the Federal Highway Bridge Program (HBP). The new bridge will cross Markham Ravine with a longer span meeting AASHTO minimum standards, and widen approaches tapering to existing road width at 430-feet on each end of the bridge. The County has no plans to realign the bridge. There are no as-built plans available for the existing bridge.

4.0 DBE / UDBE REQUIREMENTS

In April of 2009 Placer County Board of Supervisors approved and adopted the 2009 Disadvantaged Business Enterprise (DBE) Implementation Agreement establishing Placer County's DBE Goal and Methodology providing for a Race-Conscious and Race-Neutral goal program. Adoption of the 2009 Implementation Agreement is a requirement for local agencies to obtain federal transportation funding for consultant and construction contracts awarded after June 2, 2009.

The goal of the program is to insure non-discrimination and create a level playing field in which DBEs can compete fairly for Department of Transportation (DOT) assisted contracts. The new DBE Program includes a Race-Conscious component (RC DBE Program) that will require new race-conscious contract specific goals to be incorporated into all DOT funded consultant and construction contracts. Race-Conscious contract goals and Good Faith Efforts will be limited to Underutilized DBEs (UDBE): African American, Native American, Asian Pacific American, and Women.

The new DBE Program requires certain information and forms to be submitted regarding the DBE and UDBE participation and utilization. The submittal of these forms is essential to the overall success of this project and is required by the Federal laws providing funding. It is important these forms and documents are accurately and completely filled out with response to all questions in regards to DBEs and UDBEs; reference to attachments and exhibits should be clearly referred to and displayed. When completing the required information it is helpful to have the forms typed or clearly printed.

The following forms have been included in this bid/proposal specification (**Attachment B**):

- 10-I – Notice to proposers Disadvantaged Business Enterprise Information

- 10-O(1) – Local Agency Bidder/Proposer UDBE Commitment (Consultant Contracts)
- 15-H – UDBE Information-Good Faith Efforts

Placer County utilizes the California Unified Certification Program, found on the Caltrans Local Assistance Civil Rights Website, as well as the County Business Patterns (CBP) Database through the U.S. Census Bureau to research and collect DBE and UDBE data. The search criteria is limited to UDBEs working in the established “Market Area” as shown below and the work category from the North American Industry Classification System (NAICS) Codes.

The UDBE project goal for this portion of the project is **4.0%**. All cities within the following Counties have been determined as the Market Area:

- El Dorado County
- Nevada County
- Placer County
- Sacramento County
- Sutter County
- Yolo County
- Yuba County
- Carson City County, Nevada
- Douglas County, Nevada
- Washoe County, Nevada

If you have not met the UDBE goal, complete and submit the Good Faith Efforts documentation form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. (See attached ‘Guidance for Bidders Completing the Good Faith Effort Submittal’)

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also be prepared to submit good faith efforts documentation within the specified time to protect your eligibility for award of contract/agreement in the event the Department finds that the UDBE goal has not been met.

If there are any questions or concerns regarding the information requested in these forms please do not hesitate to contact our Department DBE Coordinator or visit our website for additional information and guidance and links to the above mentioned websites.

Marla Holveck, DBE Coordinator
Placer County Dept of Public Works
(530) 745-7563
mholveck@placer.ca.gov

5.0 PREVAILING WAGE REQUIREMENTS

The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be

responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract.

6.0 SCOPE OF SERVICES

See EXHIBIT "A" of the sample contract (Attachment A).

7.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for these projects. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

8.0 GENERAL TERMS & CONDITIONS

- 8.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute two Consultant services agreements (one for each project), a sample of which is included as **Attachment A**.
- 8.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 8.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 8.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 8.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

- 8.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 8.7 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

9.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

9.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all of part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

9.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

9.3 **TAB A: Executive Summary** – Provide a brief narrative of your firm’s approach to the project, providing an overview to the details identified in the Scope of Work. Include the Firm’s Organization Chart, including its constituent parts, and size variation of staffing levels over the past five years.

9.4 **TAB B: Capabilities of Firm / Team** – Provide a maximum of four (4) single page summaries of the firm’s experience with similar projects. The summaries should include the date(s) and duration of the project, one reference and a brief description of the project. The description is to include, at a minimum, an outline of the complexities of the project and the firm’s approach to the completing the project. Related experience to local agency Highway Bridge Program (HBP) projects of similar size and magnitude should be included in this summary. Provide no more than one (1) reference per project including consultant staff that worked on the project, contact name and phone number. Preference is given to project references that have directly worked with proposed staff.

9.5 **TAB C: Qualifications and Availability of Proposed Staff** – Identify specific staff members to be assigned to these contracts and a table showing the percentage of time key staff members are available during the course of these projects (January 2012 – December 2012).

Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team. Include an organization chart of the staff available for each project and the designated project manager/lead for each applicable category. Resumes should not more be than one (1) page per team member in this section; full resumes may be included in a separate appendix. Also describe current and anticipated workload of each team member who will be assigned to the projects; include a discussion of project commitments made to other agencies and a table showing the percentage of time key staff members are available during the course of the projects.

Identify and include qualifications and experience of any subconsultant(s) to be used. Identify the services which would be completed by your firm's staff and those services provided by subconsultant(s).

- 9.6 **TAB D: Project Understanding & Approach** – Provide a detailed discussion of your firm's approach to the successful implementation of these projects. Include thorough discussions of methodologies you believe are essential to accomplishing this project including engineering constraints, milestones, and required approvals relating to the projects. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline; the schedule should include review/approval times for Placer County, Caltrans and other project stakeholders. Identify the staff who would be assigned to each task, including sub consultants.

Provide an outline, from the details in Section 7.0 - Scope of Work, of your firm's plan to accomplish to these projects, and include any special services your firm offers to meet our Placer County's need for a timely completion and overall success of these projects.

Illustrate to the County how your firm will manage the construction of the projects effectively from the initial plan & specification review to the final punch list and close-out.

- 9.7 **TAB E: UDBE Requirements** – The UDBE goal for these projects is **4.0 percent**. The following forms need to be completed (refer to **Attachment B**):
- If the goal is met, submit form 10-O(1). The County may choose to independently verify the commitment made in the 10-O(1). If the County finds that the goal is not met, Consultant shall be prepared to submit GFE Form 15H.
 - If the goal is not met, submit 10-O(1) and 15H.
- 9.8 **TAB F: Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by Placer County staff (**Section 8.0**)
 - Non-conflict of interest (**Section 9.4**)
 - Non-collusion (**Section 9.5**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 9.6**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- 9.9 **TAB G: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Standard Contract (**Attachment A**). This section shall be clearly marked "Proposed Exceptions" in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 9.10 **Cost Proposal** – In a separate sealed envelope, provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks for each project as described in

your project plan. Include a schedule of hourly rates in a cost-plus format for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the County. The cost proposal must be in a cost-plus-fixed fee format in accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual; indicate whether or not your firm's overhead rate has been audited by Caltrans Division of Audits and Investigations or other equivalent method.

10.0 SUBMITTAL INSTRUCTIONS

- 10.1 **One (1) original and five (5) copies** of your proposal shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 10.2 Include in your submittal package one additional copy of your proposal, either in pdf format on a CD or on paper without tabs or staples, suitable for reproduction, so that the County may retain an electronic record of your proposal.
- 10.3 Proposals must be submitted **ONLY** to:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640
- 10.4 Faxed and/or emailed proposals shall not be accepted.
- 10.5 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 10.6 Late submittals shall not be accepted or considered.
- 10.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 10.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 10.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 10.10 All costs associated with proposal preparation shall be borne by the offeror.
- 10.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

11.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	Maximum Points Possible
1. Overall Approach to Project (per response to Tab A)	5
2. Capabilities of Firm / Team (per response to Tab B)	20
3. Qualifications and Availability of Proposed Staff (per response to Tab C)	35
4. Project Understanding and Approach (per response to Tab D)	35
5. Capabilities to meet DBE/UDBE Goals (per response to Tab E)	5
Total Possible Points:	100

Reference checks will only be performed at the sole option of the selection committee for the top teams selected for interviews. If reference checks are performed, the evaluation results of reference checks will be included in the interview evaluation process. Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

12.0 SELECTION PROCEDURE

- 12.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 12.2 The County reserves the right to make awards without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 12.3 The County reserves the right to award the contracts to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 12.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

ATTACHMENT A SAMPLE CONTRACT

PSA NO.: _____

ADMINISTERING AGENCY: DEPARTMENT OF PUBLIC WORKS

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT (PSA) FOR CONSTRUCTION MANAGEMENT, INSPECTION, MATERIALS TESTING AND RELATED SERVICES of the BRIDGE REPLACEMENT PROJECT ON BREWER ROAD OVER KING SLOUGH

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 20__, BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and _____, located in _____, _____, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY requires qualified professional engineering services for the CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING for the BRIDGE REPLACEMENT PROJECT ON BREWER ROAD OVER KING SLOUGH, and related support services, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required professional services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional services as an independent contractor to construction management, inspection, materials testing, and related services for the BRIDGE REPLACEMENT ON BREWER ROAD OVER KING SLOUGH PROJECT as described in Exhibit "A" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.
2. SERVICES OF CONSULTANT. The professional services required of CONSULTANT under this agreement shall consist of the tasks as described in "Scope of Services" noted above.

CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound engineering practices. The professional services shall be performed by or shall be immediately supervised by a principal or senior engineer, currently registered as a professional civil engineer in the State of California. The responsible engineer shall sign/seal all plans, specifications, estimates and engineering data furnished by him/her where appropriate indicating professional registration number.

CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this PSA as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

3. INFORMATION TO BE PROVIDED BY COUNTY. COUNTY will provide the following item to CONSULTANT.
 - a. Copies of project data developed to the date of this agreement

4. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by the COUNTY's Director of Public Works and the authorized agent of the CONSULTANT.
5. TIME OF COMPLETION. CONSULTANT shall be bound by the requirements of the agreement from date of execution of the agreement until one month following the recordation of the construction contract notice of completion for the BRIDGE REPLACEMENT PROJECT ON BREWER ROAD OVER KING SLOUGH. In addition to the overall time of completion, the CONSULTANT shall complete project work activities identified in Exhibit "A" entitled "Scope of Services" in a timely manner for the benefit of the COUNTY.
6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits "A", "C", and "D" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "C" up to a total maximum sum of _____ DOLLARS (\$_____) to CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C" herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

All subcontracts in excess of \$25,000 shall contain the above provisions.

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit "C" entitled "Payment Schedule", attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often than monthly for the work performed pursuant to this agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. All payment requests will be subject to those items identified in Exhibit "C". The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this PSA.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Consultant to County.

All subcontracts in excess of \$25,000 shall contain the above provisions.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

All subcontracts in excess of \$25,000 shall contain the above provisions.

9. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations, which are designated confidential by the COUNTY and made available to the

CONSULTANT in order to carry out this contract, shall be protected by the COUNTY from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract of the COUNTY'S actions on the same, except to the COUNTY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

10. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
11. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.
12. NONDISCRIMINATION. During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

The COUNTY has established a UDBE contract goal of 3.0%, expressed as a percentage of the dollar value of the agreement, for UDBE's participating in this agreement. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-1 "Notice to Proposers Disadvantaged Business Enterprise Information". If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

DBE participation shall be in accordance with Part 26, Title 49 Code of Federal Regulations, which is incorporated by reference.

The CONSULTANT shall make a good faith effort to replace an approved DBE subcontractor that is unable to perform the provisions of the agreement with another certified DBE.

The CONSULTANT shall maintain records of all subcontracts entered into with UDBE/DBE subcontractors and records of materials purchased from UDBE/DBE suppliers. Such records shall show the name and business address of each UDBE/DBE subcontractor or vendor and the total dollar amount actually paid to each UDBE/DBE subcontractor or vendor. Upon completion of the agreement, a summary of these records shall be prepared and certified correct by the CONSULTANT or his/her authorized representative, and shall be furnished to the COUNTY.

13. NON-ASSIGNABILITY. This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
14. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

15. INSURANCE. CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.
16. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language: Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

CONSULTANT shall require all SUBCONSULTANTS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

SOLE PROPRIETER LANGUAGE: Consultant represents they have no employees and, therefore, not required to have Workers Compensation coverage.

Consultant agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

17. GENERAL LIABILITY INSURANCE.

- a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- b. One of the following forms is required:

- (1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

- c. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

- d. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- e. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to twelve (12) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

18. ENDORSEMENTS. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

19. AUTOMOBILE LIABILITY INSURANCE.

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

20. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS). Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to twelve (12) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

21. ADDITIONAL REQUIREMENTS.

Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

CONSULTANT'S Obligations: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

22. GENERAL COMPLIANCE WITH LAWS. The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

23. JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Initial venue shall be Placer County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.
24. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this PSA, including, but not limited to, providing records, time of completion, payment schedule, etc.
25. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. COUNTY may suspend or abandon, by written notice, all or a portion of the work under this agreement for any reason. CONSULTANT may request that all or a portion of the work under this agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
26. CANCELLATION. This agreement may be canceled by the Placer County Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.
- In the event of cancellation by COUNTY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.
- In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.
27. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
28. DISPUTES. All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.
29. REMEDIES. In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.

30. EQUIPMENT. Prior authorization in writing by the COUNTY shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or CONSULTANTS service. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANTS Cost proposal and exceeding \$500, with prior authorization by the COUNTY, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, the cost, serial number, model identification, and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the COUNTY on request by the COUNTY.

At the conclusion of the contract or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value or sell equipment at the best price obtainable, at a public or private sale, in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determine at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the COUNTY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

Any subcontract entered into as a result of this contract shall contain all the provisions of this article.

31. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY:

Attn: **PROJECT ENGINEER**

Placer County Department of Public Works
3091 County Center Drive, Suite 220
Auburn, California 95603
Fax: (530) **XXX-XXXX**

CONSULTANT:

Attn: **PROJECT MANAGER**

CONSULTANT NAME
CONSULTANT ADDRESS
Fax: (XXX) XXX-XXXX

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

By: _____
Ken Grehm, Director
Department of Public Works

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

**“COUNTY”
STATE OF CALIFORNIA
COUNTY OF PLACER**

By: _____

Date: _____

Award of PSA No. XXXXXX

Authorized by the Board of Supervisors on: _____

“CONSULTANT”

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

EXHIBITS

- Exhibit A – Scope of Services
- Exhibit B – Location Map
- Exhibit C – Payment Schedule
- Exhibit D – Consultant’s Standard Charge Rates
- Exhibit E – Notice to Bidders/Proposers DBE Information

"If Consultant is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Consultant is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

EXHIBIT A

SCOPE OF SERVICES

1. **PROJECT BACKGROUND.** **Brewer Road** is a local rural road located west of the City of Lincoln in west Placer County. The road accommodates two-lanes and runs north-south from Baseline Road to Bear River Drive. The road crosses King Slough approximately one mile north of Sunset Road. The County has programmed the bridge to be replaced under the Federal Highway Bridge Program (HBP). The future bridge will have two 12-foot lanes for traffic and two 4-foot shoulders. There are no as-built plans available for the existing bridge.
2. **PROJECT DESCRIPTION.** The COUNTY is contracting with CONSULTANT to provide professional construction management, inspection, and materials testing services during construction. Work shall be performed in accordance with applicable County and Caltrans standards and standard practice.
3. **ITEMS OF WORK.** The COUNTY contracts with the CONSULTANT to provide all required construction engineering services necessary to provide project inspection, materials testing, and construction management services of the Brewer Road Bridge Replacement Project over King Slough. The intent of the contract is to have the CONSULTANT provide a Resident Engineer for inspection, materials testing, and construction management services. The work product shall meet the minimum requirements identified in this Exhibit "A".

Project Inspection, materials testing, construction management, and related construction engineering services shall include the following tasks:

a. **Task 1. Construction Management, Field Inspection, and Materials Testing**

The intent of this scope of work is to set forth the requirements and responsibilities of the CONSULTANT for construction management, inspection, material testing, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

The CONSULTANT will provide a Construction Manager (CM) and sufficient staff to perform construction administration oversight and inspection services during the construction of the Bridge Replacement Project on Brewer Road. All CONSULTANT staff shall work under the supervision of the CONSULTANT. The consultant will not be responsible for the construction staking but will be required to confirm/verify correctness; construction staking will be handled through the design consultant, Drake Haglan and Associates, and the County. These services will encompass serving as the COUNTY'S Resident Engineer to the Construction Contractor(s) and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, and materials testing. The CONSULTANT's Construction Manager shall be a licensed Professional Civil Engineer Registered in the State of California.

The CONSULTANT's services will include documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The CONSULTANT will assess the acceptability of the Contractor's work by visual observation, photo and video documentation and all applicable soil and material testing. When necessary, the CONSULTANT shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CONSULTANT shall take appropriate action to ensure correction. The CONSULTANT shall also manage requests for clarification, coordinate work with the design engineer as required and manage the project changes, evaluate Contractor's claims and prepare progress pay estimates.

All construction management, materials testing, inspection and related activities shall be completed as described in the Construction Management Plan (CMP) Manual prepared by the CONSULTANT

specifically for this project and approved by the COUNTY. In addition to the approved CMP Manual, the CONSULTANT shall perform its activities in accordance with but not limited to the following documents:

- Draft Project Plans and Specifications are only available for reviewing at:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

Draft Project Plans and Specifications will not be sent electronically.

- Regulatory Agency Permits
- Placer County Land Development Manual
- Placer County General Specifications
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Surveying Manual
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Public Works Inspectors Manual, 4th Edition
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement

i. **Task 1-a. Construction Management Plan**

The CONSULTANT shall prepare a construction management plan for the project for COUNTY approval. The plan shall indicate the standards and level of effort that the CONSULTANT's staff will adhere to during all phases of this work and describe deliverables to be received by the COUNTY. At a minimum, the plan shall include the sections listed below:

1. Project Organization
2. Meetings
3. Communications Management
4. Preparation of Management Reports
5. Clarifications and Contract Interpretations of Specifications
6. Submittals/Shop Drawings
7. Design Modifications
8. Change Orders
9. Schedule Management
10. Claims Management and Resolution
11. Testing and Testing Documentation
12. Progress Pay Estimate Preparation
13. Inspection and Inspection Reporting
14. Defective Work Correction
15. Record Drawings
16. Complaint & Community Relations Procedures
17. Safety
18. Photo/Video Documentation
19. Certified Payroll Review
20. Special Inspections
21. Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the Construction Manager (CM) and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports. Weekly status reports shall include summaries of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

Deliverables:

- Three copies of final Construction Management Plan due prior to the pre-construction conference.

ii. **Task 1-b. Administration**

The Consultant is to provide construction administration of the project to facilitate the ongoing construction efforts and maintain State and County regulations. At a minimum the consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance to contract documents, State regulations and in with the County's objectives for cost, time and quality.
- Coordinate with the County and all other involved agencies to obtain and comply with all required permits.
- Recommend necessary or desirable changes in the construction contractor's scope of work to the County, review and evaluate contractor's request for changes, assist in negotiating contractor's proposals, submit recommendations to the County supported by field data, and if they are accepted, prepare change orders for signature and the County's authorization.
- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the County for payment.
- Consult with the design engineer and the County if the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the County's approval.
- Manage any utility work to be performed by utility agencies (work not part of contractor's responsibilities).

Deliverables:

- Required permits
- Cost Control Program
- Cost Accounting Records
- Staffing Schedules
- Other reports as required

iii. **Task 1-c. Project Quality Assurance Procedure (QAP) Manual**

CONSULTANT shall assist the COUNTY in modifying the general County Quality Assurance Procedure (QAP) Manual to be project specific for the Brewer Bridge Replacement Project.

Deliverables:

- Copy of Draft changes to COUNTY QAP

iv. **Task 1-d. Documentation of Pre-Construction Conditions**

CONSULTANT shall document pre-construction site conditions using photographs, written notes and video. Special or sensitive areas shall be noted and extra documentation may be required for these special or sensitive areas. Each photo shall be labeled with date, location, detailed description and photographer's name. Copies of all documentation, including photographs, notes, and video, shall be submitted to the County's Engineer and become the property of the County.

Deliverables:

- Copies of all documentation, including photographs, notes, and video.

v. **Task 1-e. Documentation and Record Keeping**

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The consultant shall provide at a minimum the services below:

- Verify that all required certificate of bonds and insurance have been received from the contractor and forwarded to the county for approval.
- Maintain at the project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions; and other related documents and revisions which are relevant to the contract work.
- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- A detailed photographic history of all phases of the project will be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs will be maintained in an album and the photographs will be indexed for ease of retrieval. Photos will also be taken of the following:
 - Barricade placement
 - Disputed work item
 - Work that has to be duplicated, replaced or removed
 - Completed work
 - Extra work

Deliverables:

- Documents required by this section

vi. **Task 1-f. Meetings**

Anticipated meetings include a pre-construction meeting with the Contractor, COUNTY, regulatory agencies, and utility companies. Periodic meetings shall include daily discussions between the CM or designated representative and the Contractor; weekly meetings between the CM and COUNTY; and meetings scheduled as needed with regulatory agencies, other groups, or agencies. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the Placer County Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Pre-construction meeting with County and all applicable parties related to the project.
- Weekly meetings with County and all applicable parties related to the project.
- Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule.

vii. **Task 1-g. QSD/QSP Water Quality Monitoring and SWPPP support**

CONSULTANT shall have a Qualified Storm Water Pollution Prevention Plan Developer (QSD) which shall make any necessary changes to the Storm Water Pollution Prevention Plan (SWPPP) during both design and construction. The QSD shall also prepare a site specific Construction Site Monitoring Plan (CSMP). The CSMP shall include all monitoring procedures and instructions, monitoring locations, weather and rain event tracking requirements, visual monitoring frequencies, visual monitoring triggers, visual monitoring documentation requirements, effluent monitoring frequencies, effluent monitoring triggers for routine and non-visible pollutants, sampling taking and handling procedures, identify Quality Assurance (QA) & Quality Control (QC), follow up procedures for violations and action thresholds, location maps, forms, and checklists as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ). The QSD shall also prepare a post-construction storm water operation and management plan. The consultant shall also assist the County in the filing of the Notice of Intent (NOI) into the State Water Resources Control Board S.M.A.R.T.S System. This includes all necessary work to determine the Risk Level of the project. (Most likely this will be a Risk Level 2 project).

The consultant shall also provide a Qualified SWPPP Practitioner (QSP) for the duration of the construction of the project and will be responsible to comply with all requirements of the current Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ). This shall include but not be limited to the following for the entire length of the construction of the project:

1. Documented weekly Runoff and Run-on BMP inspections.
2. Documented Runoff and Run-on monitoring.
3. Preparation of all Quarterly Reports as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).
4. Preparation of all Annual Reports as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).
5. Preparation of a Rain Event Action Plan (REAP) every time NOAA predicts a 50% chance or more of rain 48 hours in advance of a storm event in the project area.
6. Documented pre-storm, storm, and post storm visual inspections/monitoring along with site photographs before, during, and after each Qualifying Rain Event when NOAA predicts a probability of rain of 50% or more in the project area.
7. Documented quarterly non-stormwater discharge inspections/monitoring.
8. All required sampling and analysis of construction site runoff, non-stormwater discharges, receiving waters, and contained runoff as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ). This includes but is not limited to Turbidity, Suspended Solids Concentration (SSC), pH, and for other pollutants as mandated by the Regional Water Quality Control Board.
9. Preparation of all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) Exceedance Reports.
10. Ensure the proper implementation of the post-construction storm water operation and management plan at the end of construction.
11. Complete extensive photo documentation at the end of construction necessary for the successful filing of the Notice of Termination (NOT).

The consultant's QSD and QSP shall be involved in the duration of the construction of the project and will ensure the project is completed to the satisfaction of the State Water Resources Control Board and the appropriate Notice of Termination (NOT) is filed and

approved by the State Water Resources Control Board. The consultant shall demonstrate final stabilization of the project area at the end of construction, which is necessary for approval of the NOT, by showing either 70% vegetation coverage, use of the RUSLE 2 method as computational proof, or the custom method through sampling that turbidity is 100NTU or less. The consultant shall assist the County in the filing of the NOT.

viii. **Task 1-h. Schedule Review**

The CONSULTANT shall review the Contractor's construction schedule, request updates on weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

ix. **Task 1-i. Cost Control and Monthly Progress Payments**

The CM shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, claims and extra work requests. The Construction Manager shall prepare quantities and estimates for monthly progress payments on the 19th of the month, and recommend approval to the COUNTY. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with Placer County DPW Construction Division procedures. The calculations of quantities and documentation shall be in a form approved by the COUNTY.

x. **Task 1-j. Contract Modifications and Extra Work, Contract Change Orders, Claims**

The CM shall perform the evaluation and administration of all contract modifications, requests for information, change orders, and claims. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the COUNTY for consideration. All contract modifications, extra work, and contract change orders shall be approved by the COUNTY. If approved, the CM will complete all required documentation to process the change. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the COUNTY and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CONSULTANT's weekly report to the COUNTY. The Consultant shall support the County in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

xi. **Task 1-k. Submittals and Clarifications**

The CM shall issue necessary clarifications and interpretations of the Contract Project Documents in response to requests by the Contractor in a manner as described in the CMP. The CM shall also accept and process submittals, including but not limited to shop drawings, product data and product samples. The CM shall draft a list of required submittals in accordance with the project Specification for the County to review. The list shall be submitted to the County no later than 15 days after award of the Contract. The CM shall review those submittals that are appropriate. Submittals requiring review by the COUNTY shall be logged and transmitted for formal review. The following Logs shall be utilized to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, and Submittal List. Updated submittal logs shall be made available to the County upon request. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

xii. **Task 1-l. Quality Assurance**

The CM shall review the work of the contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the County, to assure that the work performed and materials furnished are in accordance with the contract documents. The CM shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the County and appropriate parties for resolution.

xiii. **Task 1-m. Field Inspection**

The CONSULTANT shall provide sufficient inspectors (who are acceptable to the COUNTY) to adequately inspect all Contractors' construction work. The CM or inspectors shall provide field inspection of Contractor's construction work on a daily basis. The CM or inspectors will review all construction prior to burial, and provide for observation of all tests required to be performed by the Contractor or referenced in the contract documents. CM and field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily and be available to the Resident Engineer at any time. The CM or designated representative shall compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished or quantities placed.

The CM shall prepare and submit written weekly reports to the COUNTY describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies and claims shall also be noted in the weekly reports. The CM shall document any defective work until it is repaired to the CM's satisfaction and in accordance with the contract documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

The individual inspectors shall have inspection experience that includes, but is not limited to, the following areas:

- General site preparation including clearing, grubbing, and mass grading. Environmentally sensitive issues such as wetland preservation/mitigation, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.
- Underground construction that includes wet and dry utilities.
- New road construction, existing road widening and improvements including subgrade, structural section and paving.
- Daily inspection reports and diaries of Contractor's construction activities shall be completed daily by each inspector and available to the County on the next day. The Consultant will document special situations by photograph or video. Consultant shall document any defective work until it is repaired to the Consultant's and County's satisfaction and quality of work is in accordance with the contract documents.
- Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.
- The CM shall prepare and submit a written weekly report to the County describing updates of the project progress, summaries of work performed including percent of work completed, work activities behind schedule, any community relations issues and defective work. All outstanding deficiencies shall also be noted in the weekly report until resolved or settled.

- The CM shall maintain a “hotline” phone number and answering service and/or official website for the public for the purpose of tracking complaints.

Deliverables:

- Daily Inspection Reports
- Weekly Reports
- Monthly Complaint Log

xiv. **Task 1-n. Testing**

The CONSULTANT shall provide, coordinate, and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, and other testing required by law, or the Construction Specifications. Caltrans certified technicians shall complete all testing work and all laboratory facilities shall be Caltrans certified to perform the respective tests and be approved by the COUNTY. The CM will review results of tests, forward copies to the COUNTY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract Documents and applicable Specifications. Consultant must comply with the County’s Quality Assurance Program (QAP).

Deliverables:

- Copies of all testing results

xv. **Task 1-o. Final Completion and Acceptance**

After the project is substantially complete, the CM will schedule a walk through with the COUNTY and shall coordinate preparation of a “punch list” of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, the CONSULTANT will deliver a statement to the COUNTY indicating that to the best of the CONSULTANT’S knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, that the project has been completed in accordance with the Project Conditions of Approval and Project Improvement Plans Construction Contract documents and CONSULTANT recommends acceptance. A Proposed Final Estimate signed by the CM and the CONTRACTOR shall accompany the recommendation for acceptance.

xvi. **Task 1-p. Other Tasks**

As part of the inspection and construction administration activities the CONSULTANT shall include the tasks listed below as part of the overall project activities:

- Inspect traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans and submittals.
- Provide community relations outreach effort by providing information on areas to be under construction to COUNTY for publication in newspapers and radio and tracking and resolving community complaints.
- Inspect landscaping and other improvements within the right-of-way and public easements for damage.
- Any damage identified shall be documented and tracked until the Contractor repairs the damage to pre-project conditions or to plans and specifications.
- Review weekly certified payrolls for compliance with State and Federal Wage Rate Requirements. The CONSULTANT shall enforce the requirements of the California Labor Code as they pertain to the Project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications. The

CONSULTANT shall also review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications.

- Notify the COUNTY of any errors or omissions that are found on the plans or specifications during construction within two working days after such errors are discovered.
- Perform routine evaluations of project-related off-road and heavy duty on-road equipment emissions for compliance by personal ARB certified to perform Visible Emission Evaluations.
- Consultant shall monitor Contractor's coordination with various utility companies.
- Consultant shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

xvii. **Task 1-q. Project Closeout**

The CONSULTANT shall verify any operating and/or Regulatory Agency Permits are obtained and inspections are complied with and completed.

The CONSULTANT will submit to the COUNTY, the following close out items:

- All records, maps, and plans maintained by the CONSULTANT during construction.
- All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.
- One complete set of annotated project progress photographs, bound chronologically, and videotapes taken before and during construction.
- One set of record drawings of field changes in neat red pencil.
- The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the CONSULTANT and a recommendation for the County to accept the Record Drawings.

xviii. **Task 1-r. Miscellaneous**

- Staff meetings of the Consultant shall not be considered as part of services for which payment will be made.
- Time required by the Consultant to reach the designated construction office will not be considered part of the services for which payment will be made.
- Time charged by each individual to a contract executed as a result of this Proposal shall be documented on County provided time sheets. A copy of each time sheet shall be turned in to the Construction Engineer no less than every two weeks. Billing shall be on a four-week interval as designated by the County.
- There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the County.

4. **CONSULTANT STAFFING**. The CONSULTANT proposes to use _____ as the onsite Construction Manager for this contract. Additional staff and sub-CONSULTANTS are to be brought in on an as-needed basis. The COUNTY maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event there is a need to substitute key personnel by the CONSULTANT for construction management or inspection responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the COUNTY for the replacement staff in these key positions.

The Placer County Director of Public Works shall have the authority to reject the Construction Manager, field inspection personnel, or testing technicians in the event of unsatisfactory performance by said personnel in

the opinion of the COUNTY. The CONSULTANT shall provide qualified replacement staff acceptable to the COUNTY. In Addition, COUNTY reserves the right to employ COUNTY personnel to perform any or all portions of construction management, project inspection, materials testing, and/or clerical support in lieu of CONSULTANT's personnel at any time for any reason.

5. OTHER. The CONSULTANT is not responsible for breaches by the Construction Contractor with the COUNTY, unless such breach is caused or contributed to by the CONSULTANT's negligence or by its failure to perform its obligations under the agreement between the CONSULTANT and the COUNTY. The CONSULTANT will support the COUNTY in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not required to incur out of pocket costs such as retaining independent experts. CONSULTANT shall be reimbursed at the standard hourly rates in support of post construction disputes for time spent beyond those defined in the cost proposal.

The CONSULTANT and all SUBCONSULTANTS shall comply with California Labor Code Sections 1774, 1775, 1776, and related codes including the submission of certified payroll.

EXHIBIT B LOCATION MAP

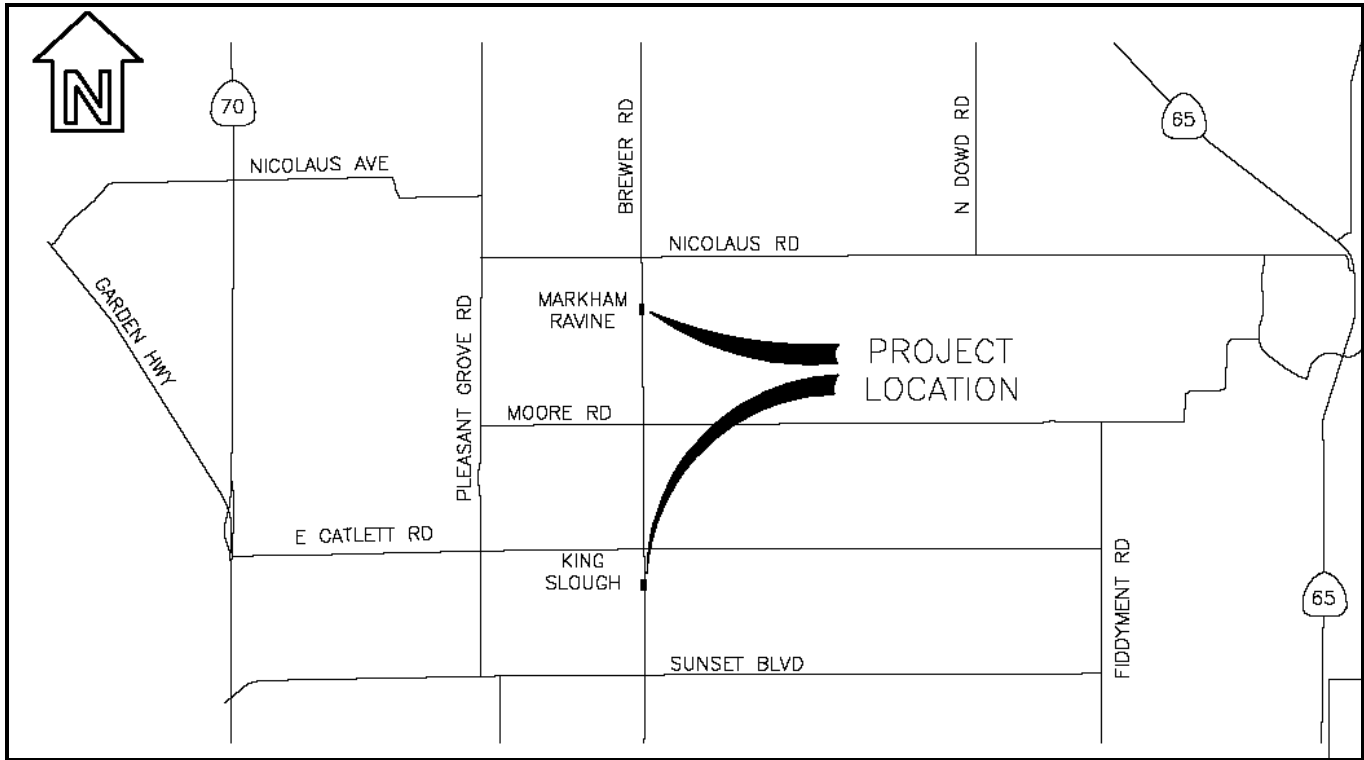


EXHIBIT C PAYMENT SCHEDULE

BRIDGE REPLACEMENT PROJECT ON BREWER ROAD OVER KING SLOUGH

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. Invoices shall also differentiate between participating and non-participating Federal-Aid work. All payment requests shall be subject to the following budget:

Task #	Description of Tasks	Not to Exceed
Task 1.0	<i>Construction Management, QSD/QSP Services, Field Inspection, Materials Testing</i>	\$XXX,XXX.XX
Fixed Fee		\$XXX,XXX.XX
Agreement Total		\$XXX,XXX.XX

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described within Exhibit A-1, Scope of Services. The County shall release for payment the ten percent (10%) withheld, upon satisfactory completing all tasks, including those deliverable items identified under Exhibit A-1, Scope of Services, attached to this agreement.

The COUNTY shall reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, overhead and other direct costs and subconsultant costs) incurred by the CONSULTANT in an amount not to exceed a total maximum sum of _____ DOLLARS (\$_____) exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates, employee benefits and overhead costs and other costs set forth in the CONSULTANT'S proposal which is included in Exhibit D-1.

In addition to the costs referred to in the previous paragraph, the COUNTY shall pay the CONSULTANT a fee of _____ DOLLARS (\$_____). Said fee shall not be altered, unless there is a significant alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.

The CONSULTANT shall be reimbursed for actual travel expenses incurred in the performance of this work in accordance with the policies described in Chapter 12 "Non-State Employee Travel" of Caltrans Division of Accounting "Travel Guide". Reimbursable expenses include the use of private vehicles at the current State Department of Personnel Administration (SDPA) rate while traveling for purposes required for the project. In addition, CONSULTANT'S personnel shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rate for state employees under SDPA rules. Travel and per diem costs are included in the contract amount not to exceed.

Total expenditures made under this agreement, including the fixed fee shall not exceed the sum of _____ DOLLARS (\$_____) without modification to the agreement signed by both parties. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal

Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to COUNTY, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:
 1. the amount of securities to be deposited;
 2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited;
 3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement;
 4. decrease in the value of the securities on deposit; and
 5. the termination of the escrow upon completion of the agreement.

EXHIBIT D
CONSULTANT'S STANDARD CHARGE RATES

This page has been left blank intentionally. Consultant's standard charge rates will be added prior to contract execution.

EXHIBIT E
NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

ATTACHMENT B

DBE/UDBE FORMS

Exhibit 10-I Notice to Proposers DBE Information

LOCAL AGENCY LETTERHEAD (DATE)

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 4.0% OR the Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- a. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- b. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For

contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- a. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- b. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - i. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - ii. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - iii. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- d. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- g. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Disadvantaged Business Enterprise
 - Click on Search for a DBE Firm link
 - Click on Access to the DBE Query Form located on the first line in the center of the page

- Searches can be performed by one or more criteria
 - Follow instructions on the screen
- c. How to Obtain a List of Certified DBEs without Internet Access
- d. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- b. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers, representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- c. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

- d. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- f. For the purposes of this Section d, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-01
Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name _____ Signature _____ Date _____

Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed UDBE Commitment

_____ %

Signature of Proposer

Date (Area Code) Tel. No. Person to

Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)

Distribution: (1) Original - Local agency files

INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONSULTANT CONTRACTS)

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian- Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal- aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

EXHIBIT 15-H
UDBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. BRLO-5919(067) & BRLO-5919(071) Bid Opening date: _____, 2011

The County of Placer established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of **4.0%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contract	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.